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POHLS & ASSOCIATES

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Attorney for Plaintiff
State Farm Life Insurance Company

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

STATE FARM LIFE INSURANCE
COMPANY,

Plaintiff,

vs.

JESSIE INGRAM and GARY INGRAM,
Defendants.

Case No. CV11-03652 PSG

**STIPULATION AND ORDER
RE ENTRY OF JUDGMENT IN
INTERPLEADER**

IT IS HEREBY STIPULATED, by and among plaintiff State Farm Life Insurance Company ("State Farm"), defendant Jessie Ingram and defendant Gary Ingram, that:

1. State Farm properly filed its Complaint in Interpleader herein, and this is a proper cause for interpleader;

2. By reason of the death of Maryse Ingram on or about April 22, 2011, the sum of \$250,000.00 became payable under State Farm's life insurance policy number LF-1967-3485 (the "Policy");

3. On or about June 11, 2011, State Farm paid fifty percent of the policy proceeds into the benefit management account of defendant Jessie Ingram.

4. Jessie Ingram and Gary Ingram each claim all or some portion of the remaining insurance proceeds that are payable under the Policy, and no other person or entity has made a claim to the remaining insurance proceeds;

1 5. Having deposited the sum of \$126,181.33 (representing the remaining
2 insurance proceeds plus interest) with the Clerk of this Court on July 26, 2011,
3 State Farm and its agents be released, discharged and acquitted of and from
4 any liability of any kind or nature whatsoever under the Policy;

5 6. State Farm be awarded the sum of \$6,600.00 for its reasonable
6 attorneys' fees and costs incurred in connection with this action, and the Clerk of
7 this Court be directed pay such amount, from and out of the funds deposited
8 herein, by check made payable to "State Farm Life Insurance Company" and
9 delivered via first class mail to State Farm's attorneys of record;

10 7. Jessie Ingram and Gary Ingram be compelled to interplead or settle
11 between themselves their respective rights or claims to the remaining insurance
12 proceeds;

13 8. Upon the execution of this stipulation, the Court may enter a
14 Stipulated Judgment in Interpleader in the form attached hereto and marked as
15 Exhibit A; and

16 9. This stipulation may be executed in any number of counterparts, each
17 of which may be an original, but all of which shall constitute one and the same
18 instrument.

19
20 IT IS SO STIPULATED.

POHLS & ASSOCIATES

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22 DATED: SEPTEMBER 21, 2011

By: _____



Robert R. Pohls
Attorneys for Plaintiff

State Farm Life Insurance Company

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1 IT IS SO STIPULATED.

COMSTOCK, THOMPSON, KONTZ & BRENNER

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3 DATED: 9/16/, 2011

By: 

Thornton Kontz
Attorneys for Defendant
Jessie Ingram

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6 IT IS SO STIPULATED.

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8 DATED: _____, 2011

By: _____

Jeffrey Bosshard
Attorney for Defendant
Gary Ingram

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13 **ORDER**

14 IT IS SO ORDERED.

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17 DATED: _____, 2011

18 _____
UNITED STATES MAGISTRATE JUDGE

1 IT IS SO STIPULATED.

COMSTOCK, THOMPSON, KONTZ & BRENNER

2
3 DATED: _____, 2011

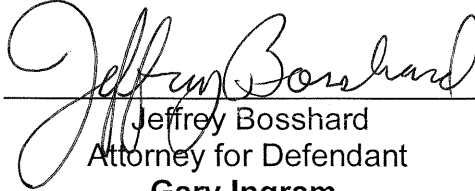
By: _____

Thornton Kontz
Attorneys for Defendant
Jessie Ingram

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6 IT IS SO STIPULATED.

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8 DATED: August 14, 2011

By: _____


Jeffrey Bosshard
Attorney for Defendant
Gary Ingram

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13 ORDER

14 IT IS SO ORDERED.

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17 DATED: October 17, 2011



UNITED STATES MAGISTRATE JUDGE